

FILED

IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y

★ MAR 16 2010 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X -----
BROOKLYN OFFICE

THE CITY OF NEW YORK,

Plaintiff,

-against-

BOB MOATES' SPORT SHOP, INC.; COASTAL TILE
& ROOFING COMPANY, INC. d/b/a Coastal Pawn Shop;
JOHN COSCIA d/b/a John's Gun & Tackle Room;
FRANKLIN ROD & GUN SHOP, INC.; GWINNETT
PAWN SHOP, INC.; HOT SHOTS, INC. d/b/a Hot Shots
Jewelry & Pawn; MILLER ROD & GUN, INC.; RJS
ENTERPRISES, INC. d/b/a Dick's Pawn North Shop;
JERRY DALE ROOKS d/b/a Rooks Sales & Service; TCE
OF VIRGINIA, INC. d/b/a Town & Country Pawn Shop;
TOCCOA PAWN & VARIETY, INCORPORATED;
TRADER WORLD, INC.;

06 CV 6504 (JBW) (CLP)

Defendants.

----- X -----

**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT
BETWEEN THE CITY OF NEW YORK AND TCE OF VIRGINIA, INC. d/b/a TOWN &
COUNTRY PAWN SHOP**

WHEREAS, The City of New York (the "City") and TCE of Virginia, Inc. d/b/a
Town & Country Pawn Shop ("Town & Country") entered into a Stipulation and Settlement
Agreement (the "Agreement") on January 31, 2007, which was "So Ordered" by the Court on
February 15, 2007;

WHEREAS, the City and Town & Country have agreed to a modification of the
Agreement to clarify the effective date and end date of the compliance period specified by the
Agreement; and

gl

WHEREAS, the City and Town & Country are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Town & Country (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.
2. Paragraph 13 of the Agreement is amended as follows:

The training and monitoring duties of the Special Master and the requirement to maintain the Bond shall terminate retroactively on January 31, 2010, three years from the date of execution of this Stipulation and Settlement Agreement, unless the Special Master determines that, before that date, Town & Country and/or each of its owners, employees and agents violated any applicable firearms law or regulation, or failed fully to comply with paragraphs 2-8 of this Stipulation and Settlement Agreement (the "Compliance Period"). By March 1, 2010, the Special Master shall provide to the parties either (a) written certification of compliance from the date of the Special Master's appointment through the end of the Compliance Period, or (b) the reasons for non-compliance. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action. The motion to dismiss shall include the City's consent to termination of the Bond.

The parties intending to be legally bound this 8th day of February, 2010, have caused this Agreement to be executed by setting their hands and seals as follows.

Eric Proshansky /AP

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Plaintiff
100 Church Street, Rm. 20-099
New York, New York 10007
(212) 788-1324

By: Eric Proshansky

Raphael E. Ferris

RAPHAEL E. FERRIS, ESQ.
Attorney for TCE of Virginia, Inc.
d/b/a Town & Country Pawn Shop
Ferris, Eakin & Thomas, P.C.
P.O. Box 1791
Roanoke, Virginia 24008
(540) 344-3233

Yvette Beheler

YVETTE BEHELER
President, TCE of Virginia, Inc. d/b/a
Town & Country Pawn Shop

Sorkin

3/15/10